

POLICY C01 16-52-88

EXCESS LIABILITY DECLARATIONS

NAMED INSURED: DESIMONE FAMILY TRUST - LARGE TRUST
(SEE NAMED INSURED ENDORSEMENT)
ATTN THOM JESSE
1201 THIRD AVE STE 5010
SEATTLE WA 98101-3029

FORM OF BUSINESS:

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ JOINT VENTURE ☐ LIMITED LIAB. CO'S ☒ OTHER

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in the policy.

LIMITS OF INSURANCE:

GENERAL AGGREGATE (Other than Products - Completed Operations or Automobile Hazard)	5,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE	5,000,000
EACH OCCURRENCE	5,000,000

SCHEDULE OF UNDERLYING INSURANCE:

<u>CARRIER</u>	<u>POLICY NUMBER</u>	<u>COVERAGE</u>	<u>LIMITS</u>
LIBERTY NORTHWEST	C01 16-52-88	GENERAL LIABILITY	1,000,000
LIBERTY NORTHWEST	C01 16-52-88	AUTOMOBILE LIABILITY	1,000,000

FORMS AND ENDORSEMENTS:

PER FORMS SCHEDULE ATTACHED

DFT 003074

These declarations together with the coverage form and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

MINIMUM EARNED
PREMIUM:

FACULTATIVE
MINIMUM PREMIUM:

ADVANCE
PREMIUM: 3,204.

LEL 2000 (2/03)
C 889 00

ORIGINAL

01/18/06

UMBRELLA FORMS SCHEDULE

POLICY NUMBER: C01 16-52-88

LEG0140	07-05	NOTICE TO POL-HOLD EXCESS LIAB COV
LEL0001	12-04	EXCESS LIABILITY COVERAGE PART
LEL0186	01-05	WA CONDITIONAL EXCL OF TERR ACT 200
LEL2111	02-03+	LIMITATION OF COV TO DESIGN PREM/PR
LEL2677	12-04	WASHINGTON FUNGI OR BACTERIA EXCL

DFT 003075

ORIGINAL

01/18/06









Premises:

PAGE 2 OF 2

5801 S SPRAGUE ST, TACOMA, WA 98409

320 N 85TH, SEATTLE, WA 98103

1104 132ND ST SW, EVERETT, WA 98204

266 153RD SW, BURIEN, WA 98166

10655 PACIFIC HWY S, SEATTLE, WA 98168

10355 PACIFIC HWY S, BLDG 2, SEATTLE, WA 98168

4TH AVE S & S STACY ST, SEATTLE, WA 98168

2923 ALDERWOOD MALL BLVD, LYNNWOOD WA 98036

10625-29 MARGINAL WAY, TUKWILA, WA 98168

17816 108TH AVE SE, RENTON, WA 98168

Premises:

9439 E MARGINAL WAY S, SEATTLE, WA 98168

GOVT LOT 7 #53 S, SEATTLE, WA 98168

108TH & 24TH, SEATTLE, WA 98168

S 102ND ST & W MARGINAL PL S, SEATTLE, WA 98168

S 104TH ST & 17TH PL S, SEATTLE, WA 98168

NORTH OF 102ND AND OXBOW, SEATTLE, WA 98168

1801 S 93RD, SEATTLE, WA 98168

WEST VALLEY & STRANDER, TUKWILA, WA 98168

S 128TH & 32ND AVE, TUKWILA, WA 98168

17816 108TH AVE SE, RENTON, WA 98055

DFT 003092



The Policy Conditions with the Declarations page, coverage forms and endorsements, if any, complete this policy.

IN WITNESS WHEREOF, this Company has caused this policy to be signed at Portland, Oregon and countersigned on the Declarations page by a duly authorized agent.

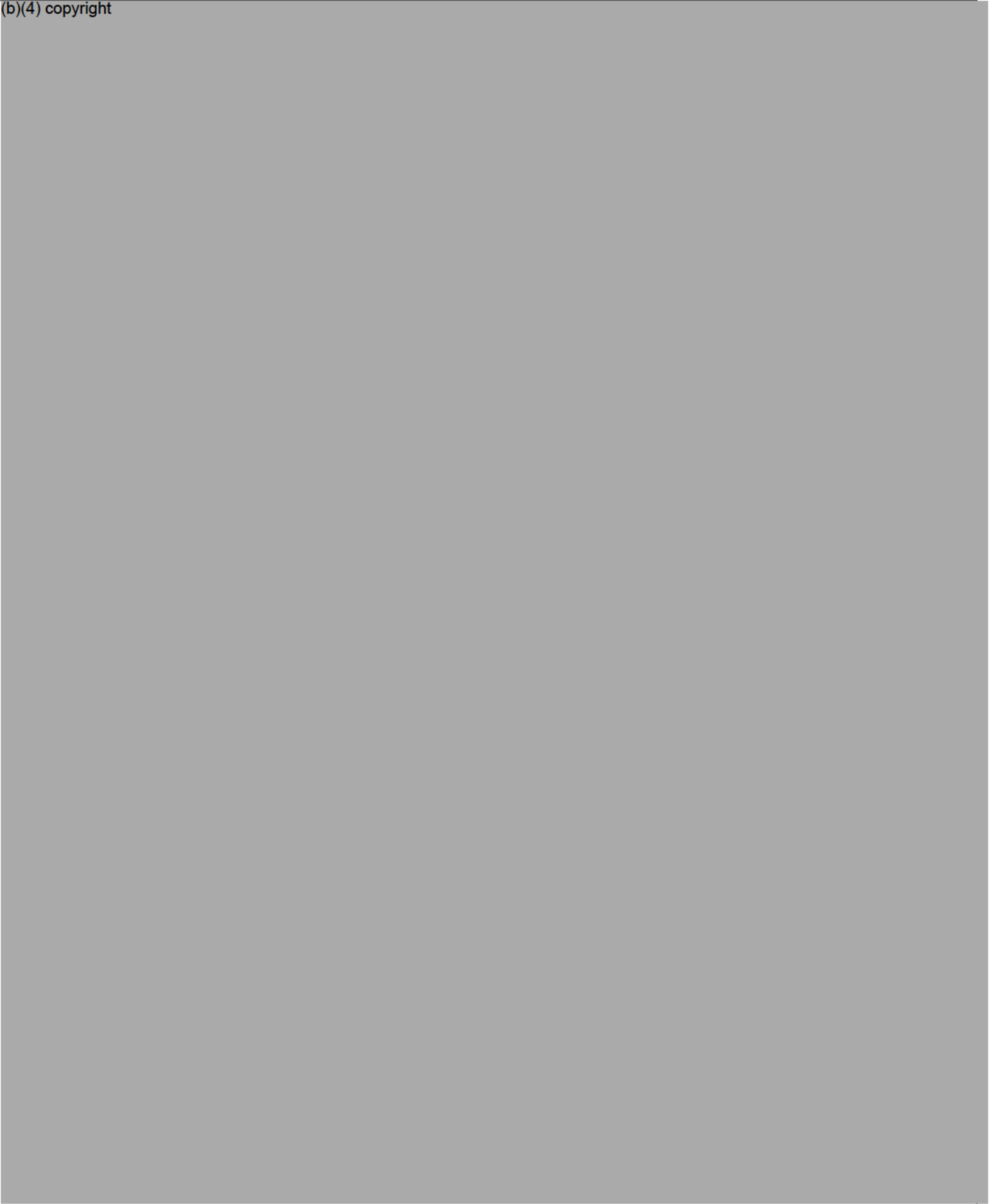
Attest:

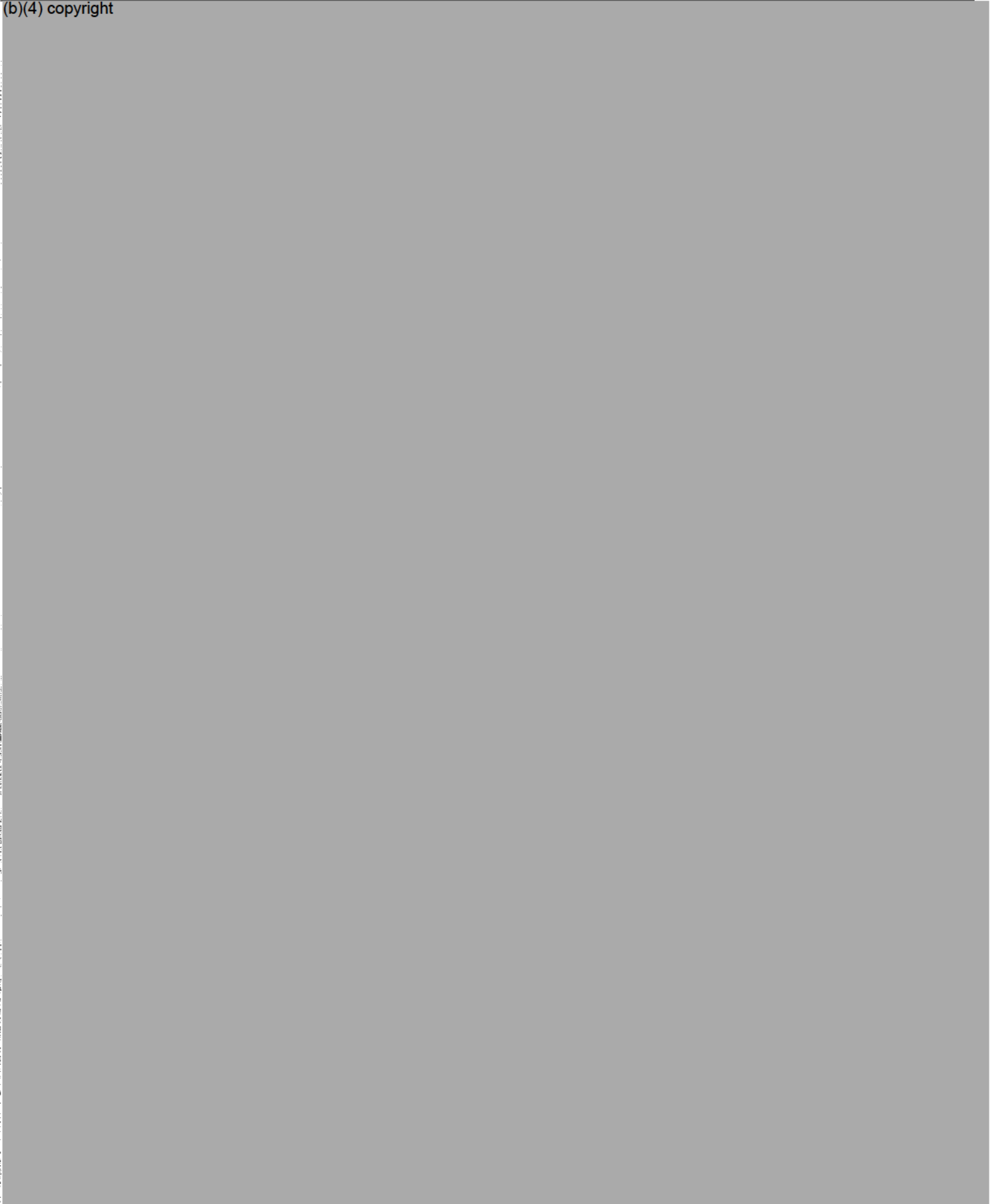

President and CEO


Secretary

DFT 003094











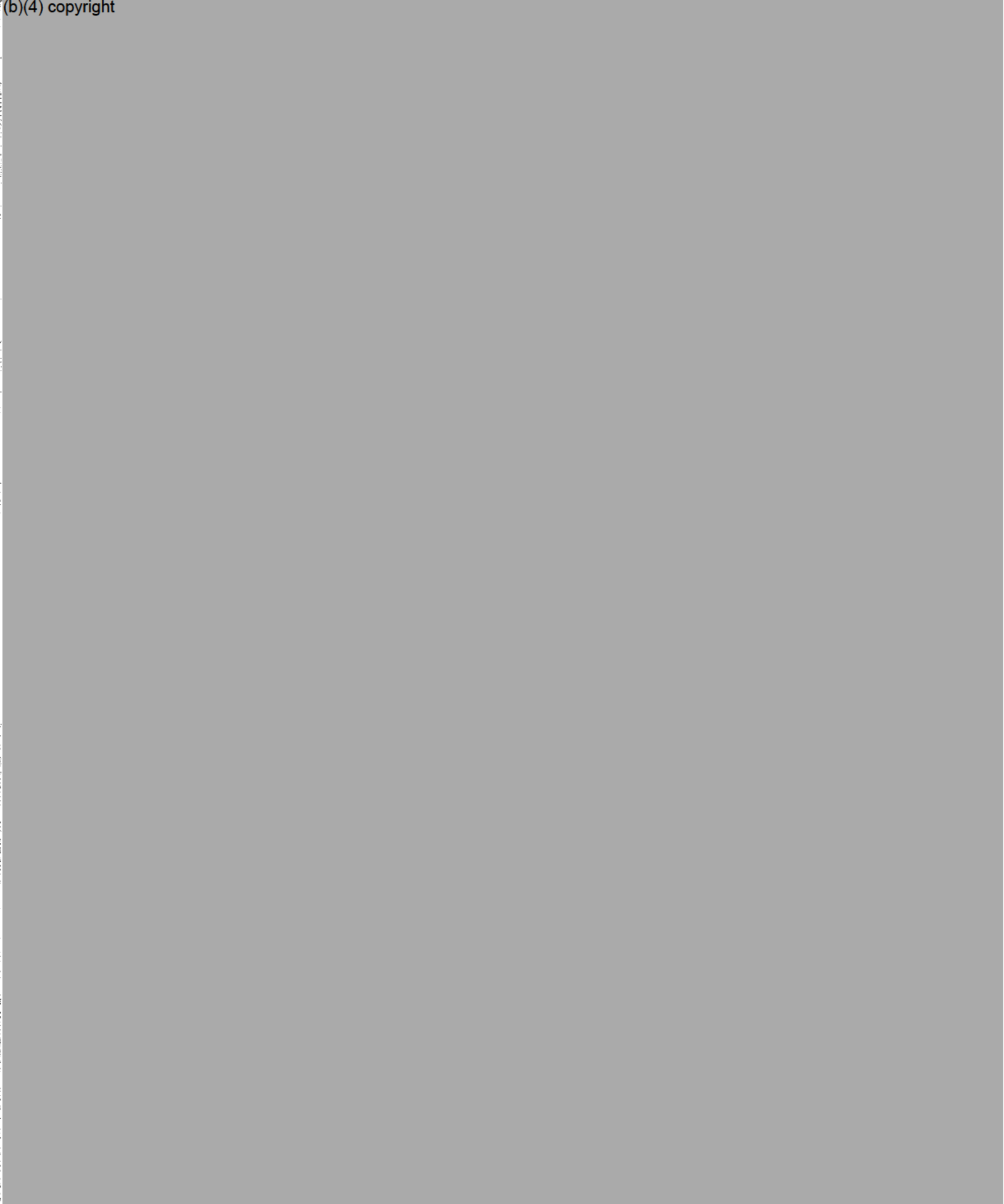










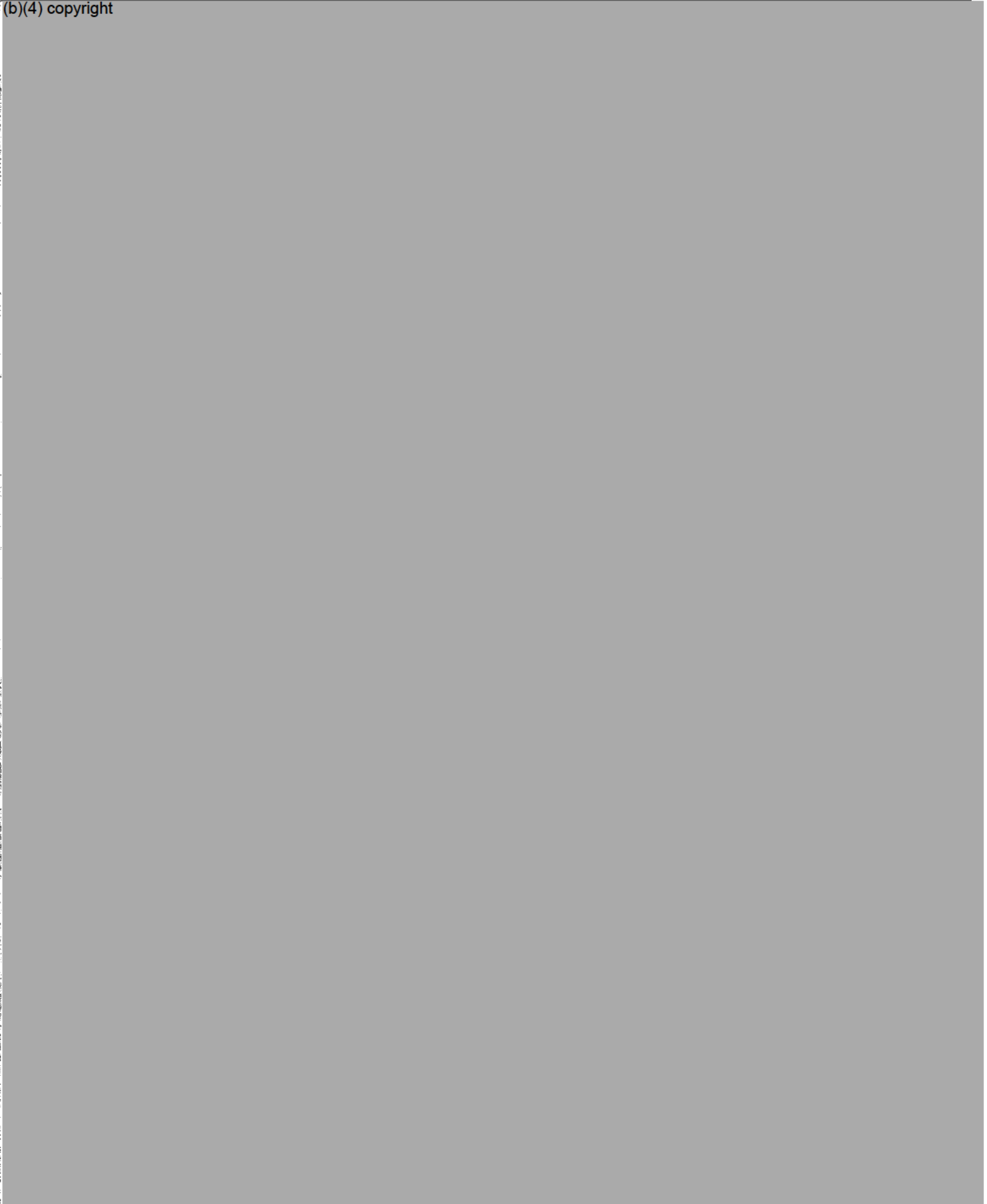












THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I - COVERAGES

A. Property Damage Extension - "Named Cause of Loss"

1. The word fire is changed to "named cause of loss" where it appears in:
 - a. The final item paragraph of **2., Exclusions of Coverage A. in Section I - Coverages**, is replaced by the following:

Exclusions c. through n. do not apply to damage by a "named cause of loss" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance**.
 - b. Paragraph **6. of Section III - Limits of Insurance** is replaced by the following:
 6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A. for damages because of "property damage" caused by a "named cause of loss" to premises, while rented to you or temporarily occupied by you with permission of the owner arising out of any one "named cause of loss".
 - c. Damage to Premises Rented to You Limit, which will be subject to all the terms of the Damage to Premises Rented to You Limit is the higher of:
 - (a) \$300,000; or
 - (b) The amount shown in the Declarations for Damage to Premises Rented to You Limit.
 - d. Paragraph **b., (1)(a) and (1)(b) Section IV - Commercial General Liability Conditions, Item 4. Other Insurance** is replaced by the following:
 - (a) That insures against damage by a "named cause of loss", Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That insures against damage by a "named cause of loss" to premises rented to you or temporarily occupied by you with the permission of the owner.
 - e. Paragraph **a. of the definition of item 9. "insured contract" in Section V - Definitions**, is replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by a "named cause of loss" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - f. The following item **23. Is added to Section V - Definitions**:

"Named cause of loss" means the following: Fire; lightning; explosion; smoke; leakage from fire extinguishing equipment.

B. Non-Owned Watercraft

Under Section 1 - Coverage A, paragraph 2 Exclusions, **g. (2)** is replaced by the following:

- (2) A watercraft you do not own that is:
- a) less than 51 feet long; and
 - b) not being used to carry persons or property for a charge.

This provision **B.** applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

This provision **B.** does not apply if any other insurance for "bodily injury" or "property damage" liability is available, whether the other insurance is primary, excess, contingent or any other basis. In that case, this provision does not provide any insurance.

C. Coverage C - Medical Payments

1. Under Section I - Coverage C, paragraph **a. (2)** is replaced by the following:
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and

5. Additional Insureds – Owners, Lessors or Managers – When Required in Agreement with You

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization for whom you have agreed by written contract to provide liability insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This extension of coverage does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person(s) or organization(s).

With respect to the insurance afforded all of the additional insureds added in paragraphs **g.**, **h.**, and **i.**, the following additional exclusions apply:

This Insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires or you cease to be a tenant in that premises;
- (2) To "bodily injury" or "property damage" arising out of the sole negligence of such person or organization.

F. SECTION IV - CONDITIONS

1. Duties in the Event of Occurrence, Offense, Claim or Suit

Commercial General Liability Conditions, (Section IV), Condition 2

The following paragraph is added to this Condition:

Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

2. Additional Duties in the Event of Occurrence, Offense, Claim or Suit – Amended "Coverage Territory"

With respect to losses occurring outside the "coverage territory" defined in the General Liability Coverage Form, the following additional duties apply:

The insured, under our supervision, shall investigate, defend or settle any claim or "suit" brought in any country where we are prevented by law from carrying out this agreement. We will reimburse the insured for the reasonable costs of such investigation or defense and, within the applicable limit of insurance, for the amount of any settlement.

3. Unintentional Failure to Disclose Hazards

Condition 6. Representations in Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- d.** If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this policy because of such failure. However, you must report such error or omission to us as soon as practicable and this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

G. SECTION V - DEFINITIONS

1. Incidental Medical Malpractice

The definition of "bodily injury" in **Section V - DEFINITIONS**, is amended to include injury arising out of the rendering or failure to render medical or paramedical services to persons by any physician, nurse, emergency medical technician or paramedic who is employed by you to provide such services.

Paragraph **2.a.(1)(d) Section II - who is an Insured** does not apply to a physician, nurse, emergency medical technician or paramedic employed by you if you are engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services. The insurance afforded by this provision is excess over any other valid and collectible insurance whether primary, excess, contingent or on any other basis.

2. Paragraph 4.c. of Section V – Definitions is replaced by the following:

"Coverage territory" means:

- c.** Anywhere in the world, except with respect to any injury or damage arising out of your "foreign based operations". "Foreign based operations" means:

- (1) Construction, fabrication, erection or installation operations described in a., above;
- (2) The manufacturing of goods or products outside the territory described in a., above; or
- (3) The sale or distribution of goods manufactured outside the territory described in a., above, at or from locations outside the territory described in a., above.

C01-16-52-88
DESIMONE FAMILY TRUST -
12/31/05

COMMERCIAL GENERAL LIABILITY
LGL 6003 07 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT
NON-CUMULATION OF LIABILITY
(SAME OCCURRENCE)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to paragraph 5 of **SECTION III - LIMITS OF INSURANCE**:

Non-Cumulation of Liability - Same Occurrence - If one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior and/or future general liability policy(ies) issued to you by us, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by us under the other policy(ies) because of such "occurrence" for which any insured is liable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," mental or emotional distress; or any loss, damage, penalty, "suit," claim, judgment, settlement, demand for defense; or abatement costs; arising directly or indirectly out of the "use" of "asbestos" by any insured or any other person, firm or corporation acting on behalf of any insured, or for whom any insured is legally responsible, provided the injury, damage or distress is caused or contributed to by the toxic or pathological properties of "asbestos." This includes:

- a. Any providing of or failure to provide supervision, instructions, recommendations, warnings, notice or advice in connection with the above; and
- b. Any obligation to share damages with or repay someone else who must pay damages because of such injury, damage or distress;
- c. Any liability assumed in any contract or agreement, including an "insured contract."

"Asbestos" means asbestos in any form or as contained in any product or structure, including fibers or dust released from it.

"Use" includes, but is not limited to, the sale, processing, storing, handling, transporting, installing of, testing, monitoring, containing, treating, mitigating of; inhaling, ingesting of or prolonged physical exposure to; and the replacement, removal or abatement of "asbestos," including at the direction of any government agency; and "use" applies to all operations in progress and to the "products-completed operations hazard."

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GENERAL LIABILITY DECLARATIONS

POLICY C01 16-52-88

NAMED INSURED:

DESIMONE FAMILY TRUST - LARGE TRUST
(SEE NAMED INSURED ENDORSEMENT)
ATTN THOM JESSE

COVERAGE	LIMITS OF INSURANCE	
GENERAL AGGREGATE LIMIT (Other than Products - Completed Operations)	\$ <u>2,000,000</u>	
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$ <u>2,000,000</u>	
EACH OCCURRENCE LIMIT	\$ <u>1,000,000</u>	
PERSONAL AND ADVERTISING INJURY LIMIT	\$ <u>1,000,000</u>	
DAMAGE TO PREMISES RENTED TO YOU	\$ <u>100,000</u>	Per Occurrence
MEDICAL EXPENSE LIMIT	\$ <u>5,000</u>	Any One Person

LOCATION OF PREMISES YOU OWN, RENT, OR OCCUPY:	PREMIUM BASE	RATE
ITEM 001, CLASS CODE 61217 *BLDG OR PREM BANK OR OFFICE MERC OR MFG MAINTAINED BY INSD (LESSOR'S RISK ONLY) OTHER THAN NOT FOR PROFIT ONLY 5801 S SPRAGUE ST TACOMA, WA 98409	A) 14,033	24.823
ITEM 002, CLASS CODE 61217 *BLDG OR PREM BANK OR OFFICE MERC OR MFG MAINTAINED BY INSD (LESSOR'S RISK ONLY) OTHER THAN NOT FOR PROFIT ONLY 320 N 85TH SEATTLE, WA 98103	A) 11,050	30.240
ITEM 003, CLASS CODE 61217 *BLDG OR PREM BANK OR OFFICE MERC OR MFG MAINTAINED BY INSD (LESSOR'S RISK ONLY) OTHER THAN NOT FOR PROFIT ONLY 1104 132ND ST SW EVERETT, WA 98204	A) 31,145	24.823
*PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT. <input checked="" type="checkbox"/> SEE SUPPLEMENTAL SCHEDULE		

A. AREA	C. TOTAL COST	P. PAYROLL	S. GROSS SALES	U. UNITS	M. ADMISSIONS	T. OTHER
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FORMS AND ENDORSEMENTS - APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

PER FORMS SCHEDULE ATTACHED

DFT 003118

LGL 2008 (08-02)
C 693 00

ADVANCE PREMIUM:	2,623.00
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ORIGINAL

01/18/06

**SUPPLEMENTAL SCHEDULE
LIABILITY**

POLICY C01 16-52-88

NAMED INSURED:

DESIMONE FAMILY TRUST - LARGE TRUST
(SEE NAMED INSURED ENDORSEMENT)
ATTN THOM JESSE

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:	PREMIUM BASE	RATE
ITEM 004, CLASS CODE 61217 *BLDG OR PREM BANK OR OFFICE MERC OR MFG MAINTAINED BY INSD (LESSOR'S RISK ONLY) OTHER THAN NOT FOR PROFIT ONLY 266 153RD SW BURIEN, WA 98166	A) 1	24.823
ITEM 005, CLASS CODE 61217 *BLDG OR PREM BANK OR OFFICE MERC OR MFG MAINTAINED BY INSD (LESSOR'S RISK ONLY) OTHER THAN NOT FOR PROFIT ONLY 10655 PACIFIC HWY S SEATTLE, WA 98168	A) 5,620	30.240
ITEM 006, CLASS CODE 61217 *BLDG OR PREM BANK OR OFFICE MERC OR MFG MAINTAINED BY INSD (LESSOR'S RISK ONLY) OTHER THAN NOT FOR PROFIT ONLY 10655 PACIFIC HWY S BLDG 2 SEATTLE, WA 98168	A) 4,040	30.240
ITEM 007, CLASS CODE 45539 *LAND OCCUPIED BY PERSONS OTHER THAN THE INSURED FOR BUSINESS PURPOSES (LESSOR'S RISK ONLY) 4TH AVE S & S STACY ST SEATTLE, WA 98168	T) 1	1.565
ITEM 008, CLASS CODE 61217 *BLDG OR PREM BANK OR OFFICE MERC OR MFG MAINTAINED BY INSD (LESSOR'S RISK ONLY) OTHER THAN NOT FOR PROFIT ONLY 2923 ALDERWOOD MALL BLVD LYNNWOOD, WA 98036	A) 10,130	24.823
ITEM 009, CLASS CODE 61217 *BLDG OR PREM BANK OR OFFICE MERC OR MFG MAINTAINED BY INSD (LESSOR'S RISK ONLY) OTHER THAN NOT FOR PROFIT ONLY 10625-29 MARGINAL WAY TUKWILA, WA 98168	A) 3,290	24.823
ITEM 010, CLASS CODE 45539 *LAND OCCUPIED BY PERSONS OTHER THAN THE INSURED FOR BUSINESS PURPOSES (LESSOR'S RISK ONLY) 17816 108TH AVE SE RENTON, WA 98168	T) 1	1.565
ITEM 011, CLASS CODE 45539 *LAND OCCUPIED BY PERSONS OTHER THAN THE INSURED FOR BUSINESS PURPOSES (LESSOR'S RISK ONLY) 9439 E MARGINAL WAY S SEATTLE, WA 98168	T) 16	1.565
ITEM 012, CLASS CODE 45539 *LAND OCCUPIED BY PERSONS OTHER THAN THE INSURED FOR BUSINESS PURPOSES (LESSOR'S RISK ONLY) GOVT LOT 7 #53 S SEATTLE, WA 98168	T) 23	1.565
*PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT.		
A. AREA	C. TOTAL COST	P. PAYROLL
S. GROSS SALES	U. UNITS	M. ADMISSIONS
		T. OTHER

**SUPPLEMENTAL SCHEDULE
LIABILITY**

POLICY C01 16-52-88

NAMED INSURED:

DESIMONE FAMILY TRUST - LARGE TRUST
(SEE NAMED INSURED ENDORSEMENT)
ATTN THOM JESSE

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:	PREMIUM BASE	RATE
ITEM 013, CLASS CODE 49452 *VACANT LAND NOT FOR PROFIT ONLY 108TH & 24TH SEATTLE, WA 98168	T) 1	2.268
ITEM 014, CLASS CODE 45539 *LAND OCCUPIED BY PERSONS OTHER THAN THE INSURED FOR BUSINESS PURPOSES (LESSOR'S RISK ONLY) S 102ND ST & W MARGINAL PL S SEATTLE, WA 98168	T) 64	1.565
ITEM 015, CLASS CODE 49452 *VACANT LAND NOT FOR PROFIT ONLY S 104TH ST & 17TH PL S SEATTLE, WA 98168	T) 2	2.268
ITEM 016, CLASS CODE 45539 *LAND OCCUPIED BY PERSONS OTHER THAN THE INSURED FOR BUSINESS PURPOSES (LESSOR'S RISK ONLY) NORTH OF 102ND AND OXBOW SEATTLE, WA 98168	T) 9	1.565
ITEM 017, CLASS CODE 45539 *LAND OCCUPIED BY PERSONS OTHER THAN THE INSURED FOR BUSINESS PURPOSES (LESSOR'S RISK ONLY) 1801 S 93RD SEATTLE, WA 98168	T) 11	1.565
ITEM 018, CLASS CODE 45539 *LAND OCCUPIED BY PERSONS OTHER THAN THE INSURED FOR BUSINESS PURPOSES (LESSOR'S RISK ONLY) WEST VALLEY & STRANDER TUKWILA, WA 98168	T) 1	1.565
ITEM 019, CLASS CODE 45539 *LAND OCCUPIED BY PERSONS OTHER THAN THE INSURED FOR BUSINESS PURPOSES (LESSOR'S RISK ONLY) S 128TH & 32ND AVE TUKWILA, WA 98168	T) 1	1.565
GENERAL LIAB ENHANCEMENT LNGL4037		
*PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT.		
A. AREA	C. TOTAL COST	P. PAYROLL
S. GROSS SALES	U. UNITS	M. ADMISSIONS
		T. OTHER

GENERAL LIABILITY FORMS SCHEDULE

POLICY NUMBER: C01 16-52-88

CG0001	12-04	COM'L GENERAL LIABILITY COV FORM
CG0067	03-05	EXCLUSION-VIOLATION OF STATUTES
CG0181	07-98	WASHINGTON CHANGES
CG0197	12-04	EMPLOYMENT RELATED PRACTICES EXC(WA
CG2144	11-85+	LIMITATON OF COVRG TO DESIG PREMISE
CG2171	12-02	LMTD TERROR EXCL OTHER THAN CERTIFI
CG2176	11-02	EXCL OF PUNITIVE DAMAGES RELATED TO
CG2187	05-04	CONDITIONAL EXCLUSION OF TERR RELAT
CG2677	12-04	WASHINGTON FUNGI OR BACTERIA EXCL
IL0198	07-02	NUCLEAR ENERGY LIAB EXCL ENDT WA
LGL4037	07-03	GEN LIAB ENHANCEMENT ENDORSEMENT
LGL6003	07-03	AMENDMENT NON-CUMULATION OF LIAB
LNGL4055	07-02	EXCLUSION ASBESTOS
LNGL4065	07-02	WA CHANGES-AMENDMENT OF LIQ LIAB EX

DFT 003121

ORIGINAL

01/18/06